

Notification No.MI.40/2017/156, Dated 28.6.2021

**ASSAM INDUSTRIAL LAND
MANAGEMENT POLICY, 2021**

**FOR INDUSTRIAL AREAS IMPLEMENTED BY
INDUSTRIAL DEVELOPMENT CORPORATIONS
OF ASSAM**

**INDUSTRIES & COMMERCE DEPARTMENT
GOVERNMENT OF ASSAM**

GOVERNMENT OF ASSAM
INDUSTRIES AND COMMERCE DEPARTMENT
JANATA BHAWAN
BLOCK 'C', 2nd FLOOR
DISPUR::: GUWAHATI-6

NOTIFICATION

Dated Dispur, the 28th June, 2021

No. MI.40/2017/156: Assam Industrial Land Management Policy, 2021 is hereby notified for allotment and management of land under Industrial Areas. The Policy shall come into force with immediate effect and until further orders.

Sd/-(Dr. K.K. Dwivedi, IAS)
Principal Secretary to the Govt. of Assam,
Industries & Commerce Department


Memo No. MI.40/2017/156-A

Dated Dispur, the 28th June, 2021

Copy to:

1. The Commissioner, Industries & Commerce, Assam, Udyog Bhawan, Bamunimaidam, Guwahati-21.
2. The Managing Director, Assam Industrial Development Corporation Limited, R.G. Baruah Road, Guwahati-24.
3. The Managing Director, Assam Industrial Infrastructure Development Corporation, Industrial Estate, Bamunimaidam, Guwahati-21.
4. The Managing Director, Assam Small Industries Development Corporation Ltd., Bamunimaidam, Guwahati-21.
5. All General Managers, DI&CC,.....
6. The P.S. to Principal Secretary to the Govt. of Assam, Industries & Commerce Department for kind appraisal of Principal Secretary.
7. The P.S. to Secretary to the Govt. of Assam, Industries & Commerce Department for kind appraisal of Secretary.

By order etc.

 Joint Secretary to the Govt. of Assam,
Industries & Commerce Department

**ASSAM INDUSTRIAL LAND MANAGEMENT POLICY, 2021
FOR INDUSTRIAL AREAS
IMPLEMENTED BY INDUSTRIAL DEVELOPMENT CORPORATIONS
OF ASSAM**

This policy have been framed in order to provide for systematic and simplified approach to the disposal of land, placed at the disposal of the Corporation by the Government of Assam from time to time or purchased by it directly from the land holders or acquired under the Land Acquisition Act, 1894 or otherwise held by it, for furtherance of the industrial development in Assam or elsewhere.

1. SHORT TITLE, COMMENCEMENT AND APPLICATION:

- a) This policy may be called the Assam Industrial Land Management Policy, 2021.
- b) The policy shall come into force with effect from 28.06. 2021.
- c) The policy shall apply to all the lands, placed at the disposal of Industrial Development Corporations by the State Government by way of allotment, settlement, acquisition or otherwise and land purchased by it directly from the landholders for development of industries in Assam or elsewhere.

2. DEFINITIONS:

- (i) **“Board”**: Means the Board of Directors of the Corporations.
- (ii) **“Building Regulation”**: means the regulation made by the Corporations for the purpose of regulating the construction of buildings on the Corporation land.
- (iii) **“Corporation”** means Assam Industrial Development Corporation Limited/Assam Industrial Infrastructure Development Corporation Limited/Assam Small Industries Development Corporation Limited.
- (iv) **“Industrial Areas”**: Means the industrial areas by whatever name it is called i.e. Integrated Infrastructure Development Centre (IIDC), Industrial Growth Centre (IGC), Export Promotion Industrial Park (EPIP), Infrastructure Development Project (IDP), different Parks, etc, developed by the Corporation or vested with it where plots, sheds, etc. are available for allotment including undeveloped land owned / held by it.
- (v) **“Project Manager”**: Means the Project Manager appointed by the respective Corporation.
- (vi) **“Head of Infrastructure Department”** Means the Head of Infrastructure Department of Assam Industrial Development Corporation Limited/Assam Industrial Infrastructure Development Corporation Limited/Assam Small Industries Development Corporation Limited as designated by the Managing Director.
- (vii) **“Form”** Means the form appended to the policy.
- (viii) **“Infrastructure Development Committee”**: Means the Infrastructure Development Committee constituted by the Board of the Corporation.
- (ix) **“Managing Director”** Means the Managing Director of Assam Industrial Development Corporation Limited/ Assam Industrial Infrastructure Development Corporation Limited/Assam Small Industries Development Corporation Limited.

- x. **“General Manager”**. Means the General Manager of Assam Industrial Development Corporation Limited/Assam Industrial Infrastructure Development Corporation /Assam Small Industries Development Corporation Limited.
- xi. **“Land Allotment Committee”** Means the committee constituted by the Government for the purpose of dealing with all matters connected with the disposal of land and building, sheds or property owned by or transferred to the Corporations.
- xii. **“Development Charges”** Means the development charges fixed by the Corporations from time to time for various Industrial Areas to recover the cost to make the land usable for the purpose.
- xiii. **“Ground Rent”** Means the Ground Rent fixed by the Corporations from time to time for various industrial areas.
- xiv. **“Renewal Charges”** Means the charges fixed by the Corporations from time to time to be levied while granting renewal of lease period.
- xv. **“Processing fee”** Means the fee fixed by the Corporations for processing the application of allotment of land, from time to time.
- xvi. **“Administrative and Maintenance Charges”** Means the charge fixed by the Corporations from time to time to recover the various administrative expenditures and expenditures incurred for maintaining the services at Industrial areas.

3. SELECTION OF PLOT

The prospective applicant may visit the industrial area and select the suitable plot. The applicant may collect the sketch map of the selected plot from the respective Project in-Charge of the Industrial area which shall be valid for a period of 30 (thirty) days. If the applicant fails to submit the application form for allotment of land within the period of 30 (thirty) days, the selected plot shall be cancelled.

4. APPLICATION FORM

An entrepreneur desirous of getting plots in various industrial estates of the Corporations should apply through Ease of Doing Business portal of Government of Assam (<https://eodb.assam.gov.in/>) and submit necessary information/ documents as prescribed in the portal.

Along with the application, the following documents are required to be submitted by the party:

- i. Detailed Project Report
- ii. Udyog Adhaar/ Industrial Entrepreneurship Memorandum (IEM)
- iii. PAN of the Proprietor/ Partnership firm
- iv. KYC documents of the Directors/ Proprietors / Partners
- v. Partnership Deed in case of Partnership Firm, Memorandum and Articles of Association in case of Private Limited, or Limited Companies along with a copy of Certificate of incorporation of the company and the name of promoters in case of Private Limited Company.
- vi. Plant layout of the proposed construction to justify the requirement of land.
- vii. Any other documents as may be required by the respective Corporation.

- viii. Processing fee, Security deposit and Down Payment of 10% land development charges as of the area applied for at the prevailing rates.

5. LAND DEVELOPMENT CHARGE

The allottee shall pay the Development Charge of the plot of land fixed by the respective Corporations at the time of application. The respective Corporations reserve the right to revise the rate of Development Charges time to time. The Development Charges has to be paid as below:

- i. Down payment shall be 10% of the total development charge at the time of submission of application.
- ii. The balance 90% shall be paid within 3(three) months from the date of issue of in-principal approval.

The following parameters shall be considered for calculation of initial land Development Charge:

Sl. No.	Description of Parameters
1.	Cost of Land as per Land Revenue Dept., Govt. of Assam
2.	Actual/ Estimated project cost
3.	Premium @ 30% on 1& 2

**Comparison Statement enclosed at Annexure –(A), (B)&(I) with the existing rate of Land Development Charge (for IGC Balipara) and proposed parameters for calculation of initial Land Development Charge.*

The Land Development Charge shall be increased automatically as follows:

Sl. No.	Description of parameters	% of increase of rate
1.	On allotment of 30% of total area or 2 years whichever is earlier	No change in the initial land development charge
2.	On allotment of 50% of total area or 4 years whichever is earlier	30% increase
3.	On allotment of 65% of total area or 6 years whichever is earlier	50% increase
4.	On allotment 80% and above total area	Bidding process

The following tier system shall be adopted for charging the Land Development Charges.

Category	Allotted plot area	Concession rate on development charge
I.	Plot area upto 10,000 Sqm.	: Nil
II.	Plot area upto 50,000 Sqm.	: a. Nil upto 10,000 Sqm. b. 5% concession on the balance area
III.	Plot area upto 1,00,000 Sqm.	: a. Nil upto 10,000 Sqm. b. 5% concession from 10,001 Sqm. to 50,000 Sqm c. 10% concession on the balance area

IV.	Plot area more than 1,00,000 Sqm.	:	a. Nil upto 10,000 Sqm. b. 5% concession from 10,001 Sqm. to 50,000 Sqm. c. 10% concession from 50,001 Sqm. to 1,00,000 Sqm. d. 15% concession on the balance area.
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6. PROCESSING FEE

A non-refundable processing fee of 1% of the total Land Development Charge with a ceiling of Rs. 5.00 lakh in a single application plus applicable taxes shall be payable at the time of application.

7. SECURITY DEPOSIT

The Security Deposit to be deposited at the rate of 1% of the development charge along with the application for land allotment which shall be refunded by the Corporations in the following cases:

- i. Where the Application for allotment of land before making allotment has been rejected.
- ii. Where allotment of a Plot of a particular size applied for has not been made and the Party does not accept alternative size of Plot as offered within one month from the date of issue of Allotment Letter.
- iii. Where the Applicant has withdrawn in writing his request for allotment of land before issue of Allotment letter to the party.
- iv. Where the unit commences commercial production within the stipulated time frame, the security deposit will be refunded. The unit shall intimate the commencement of commercial production to the respective Corporation.

8. ALLOTMENT OF LAND

- i. **In-principal approval:** After submission of application along with payment of processing fee including applicable taxes, security deposit and 10% of Land Development Charge as Down Payment and all other requisite documents, if an applicant is found suitable for allotment of land by SLC, in-principal approval will be issued to the unit with a validity of 3 (three) months from the issue date to fulfil the terms and conditions by the Party.
- ii. **Allotment letter:** On fulfilment of the conditions laid in the in-principal approval, the Allotment Letter will be awarded to the unit by the respective Corporations.

9. PHYSICAL POSSESSION OF LAND

The Allottee shall be given possession of the plot of land within 30 (thirty) days from the issue of the Allotment Letter as per the sketch map/ selected plot by the Corporation, failing which the Allotment letter stands cancelled automatically without any further correspondence.

10. LAND LEASE AGREEMENT

The Allottee shall execute the land lease agreement with the respective Corporation within 30 (thirty) days from the date of Allotment Letter stands cancelled automatically without any further correspondence.

11. PERIOD OF LEASE

The lease will be granted for a period of 60 (sixty) years initially from the date of issue of allotment letter which shall be renewable for a further period of another 30 (thirty) years on payment of lease premium at the rate of 25% of the prevailing Land Development Charge (LDC) at the time of renewal subject to payment of total outstanding dues and shall be under commercial production.

12. ALLOTMENT OF LAND

Allotment shall be made by the Land Allotment Committee specifically constituted for this purpose.

Allotment shall be made on first cum first basis. No preferences shall be made in terms of allotment of land.

13. ANNUAL GROUND RENT & ADMINISTRATIVE AND MAINTENANCE CHARGES

The Allottee shall pay the administrative and maintenance charges at the prevailing rate of the respective industrial area per month against the invoice. The administrative and maintenance charge will be payable from date of handing over of the physical possession of land to the allottee.

The rate determined by the Corporation shall be final, conclusive and binding on the Allottee and it shall not be questioned in any Court of Law or otherwise. The rate shall be increased by 10% in every 3 (three) years from the effective date of this Policy.

The following parameters to be considered while calculating the Administrative and Maintenance Charge of the respective Industrial Areas:

Sl. No.	Description of Parameters	Weight age **
A	Charges for 1 (one) year	
1.	Actual/ Estimated project cost	25%
2.	Estimated maintenance cost of the Infrastructure including electricity bill & water charges (if any)	50%
3.	Administrative expenditures	25%
	Sub Total	100%
B	Ground Rent as per Land Revenue Deptt., Govt. of Assam for 1 year	100%
C	A+B	

**** However, these weightage for existing or new Industrial projects can be considered by the respective Corporation subject to location of the projects and overall justification of the rate.**

* Comparison Statement enclosed at Annexure-(A), (B) & II with the existing provisions of rate (For IGC Balipara) of Annual Service Charge/ Special Maintenance Charge and proposed parameters for calculation of Charge.

14. TERMS AND CONDITIONS OF LEASE

The Allottee shall abide by the terms and conditions of Allotment Letter and Land Lease Agreement and other terms and conditions as laid down in Assam Industrial Land Management Policy and thereafter revision from time to time.

15. RESERVATION / PUBLIC AUCTION

The respective Corporations shall have the right to reserve certain plots in the Industrial Areas, which it may dispose of by Public Auction or by entertaining individual applications. Where the respective Corporation decides to dispose of the plots by Public Auction, the terms and conditions governing auction shall generally be as laid down by the respective Corporations as it may deem fit from time to time.

16. USE OF PLOTS

The Plots shall be used for erection of Factories for the industrial production and other related purposes as may be permitted by the respective Corporations and Govt. of Assam.

17. POLLUTING AND OBNOXIOUS INDUSTRIES

- i. Industrial Area has been planned for setting up only non-polluting industries. Such industries, which may generate/emit any type of waste in the form of solid, liquid or gas or their combination shall not be permitted to be located in Industrial Area.
- ii. The industries, which are not obnoxious or polluting, will only, be permitted to be set up on these Plots.
- iii. To make the area Environment /Eco friendly, the Allottees shall plant Trees in their Plots at a distance of 4 Metre centre to centre along the Boundary Walls.
- iv. All Obnoxious & Red Category Industries as per the guidelines of Govt. of Assam and Government of India shall not be permitted for allotment of land.

18. POWER

Where the power lines are provided by the respective Corporation, it shall be provided up to the dedicated sub-station. The Allottee shall draw the required power from the dedicated sub-station to their Plots at their own expenses.

The Corporation will have the right to decide on the modalities in consultation with Allottee

19. WATER

Where the water is provided by the respective Corporation, it shall be provided up to the central water tank. The Allottee shall draw the required water from the central water tanks to their Plots at their own expenses. Further, the Allottee shall pay water use charge (industrial/ domestic) as per the rate fixed by the respective Corporation.

20. TERMINATION OF LEASE IN CASE OF DEFAULT

The lease agreement shall be terminated by serving 30 (thirty) days' notice, if:

- i. the Lessee's outstanding dues equivalent to administrative and maintenance charge for 1 (one) year
- ii. the Lessee is not carrying on business in terms of commercial production within the stipulated time as laid down in clause of this Policy.
- iii. the Lessee at any time fails or neglects to perform or observe any of the terms and conditions laid in the Allotment letter/ Land Lease Agreement/ Assam Industrial Land Management Policy, 2021 and any stipulation in this regard.

Upon termination of Lease, the Lessee shall peacefully give up possession of the said demised land without any right to compensation whatsoever and all costs. Charges and expenses of and incidental to the execution of the termination of the lease deed shall be borne by the Lessee.

21. PARI-PASSU CHARGES

The Corporation should also have Pari-Passu Charges along with the Financial Institution.

22. STATUTORY CHARGES, CLAIMS

All kinds of rates, taxes, claims which the Municipal Board / Council Committee / Panchayat Samity any other Local Civic / Civil Body may hereafter impose in respect of the land allotted and building erected thereon shall be payable to the concerned authorities in addition to the dues payable to the respective Corporation.

If the Allottee fails to pay the applicable statutory dues to the concerned authorities, neither the respective Corporations nor the allotted industrial lands are liable.

23. TRANSFER OF PLOTS AND CHANGE IN CONSTITUTION

The transfer of Plots shall not be allowed except in the following cases with proper justification and on payment of transfer:

Sl. No.	Particulars	Transfer Premium
1	Proprietorship Firms shall be allowed transfer of	Nil

	Plots provided the transfer is being made to the members of family of immediate blood relations namely wife/husband, sons, daughters, brothers, sisters, father and mother, in-laws, grandfather and grandson of Allottee.	
2.	Proprietorship Firms converting into Partnership Firms/LLP/Private Limited/ Limited Companies will be permitted transfer of plots provided the original Allottee holds the majority shares (minimum 51%) in the partnership/Partnership Firms/LLP/Private Limited/ Limited Companies both in respect of capital and distribution of profits.	1% of the prevailing Land Development Charge as on date
3.	Partnership firms converting into LLP/ Private Limited / Public Limited Company will be permitted transfer of plots provided the original Allottee holds the majority shares (minimum 51%) in the LLP/ Private Limited/ Limited Companies both in respect of capital and distribution of profits.	1% of the prevailing Land Development Charge as on date
4.	Private Limited company converting into Public Limited Company will be permitted transfer of plots provided the original Allottee holds the majority shares (minimum 51%) Limited Companies both in respect of capital and distribution of profits.	1% of the prevailing Land Development Charge as on date
5.	The transfer of plot to other firms where original allottees share is less than 51% or nil	Not allowed.

** The Allottee/ Lessee must submit the following documents to the respective Corporations for change in constitution:

- i. Firm Registration Certificate
- ii. Incorporation Certificate from ROC.
- iii. Companies Article of Association and Memorandum of Association
- iv. Entrepreneurs Memorandum.
- v. Profit & Loss Statement/ Balance Sheet.
- vi. Share Capital Structure duly certified by Practicing Chartered Accountant.

24. SURRENDER OF PLOTS

If any Allottee or a Lessee intends to surrender a Plot or part thereof for any reason, the respective Corporation may accept it on the condition as it may deem fit and proper. In such cases, the amount of Development Charges and Interest thereon, if any, recovered from the Party will be refunded, without any interest payable thereof as below;

- i. If any Allottee or a Lessee intends to surrender a Plot or part within 1 year from the date of physical handing over then 90% of Development Charges will be refunded.

- ii. If any Allottee or a Lessee intends to surrender a Plot or part after 1 year but within 2 years from the date of physical handing over then 50% of Development Charges will be refunded.
- iii. If any Allottee or a Lessee intends to surrender a Plot or part between 2 (two) to 3 (three) years from the date of physical handing over then 25% of Development Charges will be refunded.
- iv. If any Allottee or a Lessee intends to surrender a Plot or part after 3 years from the date of physical handing over then the Allottee will not be entitled for any refund.

Further, any outstanding dues towards the allotted land such as administrative and maintenance charge, water charge etc. and Interest thereon shall be deducted while refunding the amount. If there is no refund of the land development charge, however there is an outstanding due payable to the Corporation by the Allottee, the same shall be recovered from the Allottee.

25. A. PRODUCT (S) CHANGE AND DIVERSIFICATION

If any Allottee or a Lessee intends to change the product of manufacturing for any reason, the respective Corporation may accept it on the condition as it may deem fit and proper. In such cases, the following conditions shall only be considered:

- i. Any manufacturing changes should be documented and the Allottee or a Lessee shall submit a proper justification and reason for change in manufacturing product to the respective Corporation.
- ii. The Allottee or a Lessee shall, only with the written consent of the respective Corporation, be allowed to change the product of manufacturing.
- iii. The Allottee or a Lessee shall be allowed to change the product at any time before commencement of commercial production. However, after commencement of commercial production, the Allottee or a Lessee shall be allowed to change the product only after 1 (one) year from the date of commercial production.
- iv. The Allottee or a Lessee shall be allowed to go for diversification at any time after successful commencement of commercial production.
- v. The new product should be in conformity with Serial No.17 of this Policy "Polluting and Obnoxious Industries" and should not fall under Red Category of Industries list or cause to affect the existing Industrial units of the Area and in compatible with the nature of the Industrial Area.

In case the allottee or a lessee has already received fiscal incentives from the Govt. of Assam under Industrial Policies of Assam, then the Allottee or a Lessee shall not be eligible for benefit of fiscal incentives for their new product of manufacturing.

B. CHANGE OF NAME OF THE UNIT

If any Allottee or Lessee intends to change the name of the firm for any reason, such request for change of name shall be submitted to the respective Corporation with proper justification provided it is not going under Change of Constitution/ Transfer. The respective Corporation may accord permission for such change in name of the firm if finds the case fit and justified.

26. PERIOD FOR CONSTRUCTION/PRODUCTION

The construction of factories shall commence within the period of 6 (six) months and the same shall be completed / finished, fit for use and production started within the period of 2 (two) years from the date of handing over possession of land and *extendable upto 3 (three) years*.

In case of Mega Projects, the completion time may be considered as 3 (three) years and *extendable upto 4 (four) years*.

If the allottee fails to commence the commercial production within the stipulated period, the Corporations shall resume the allottee land making no payment to the Allottee and the Agreement shall be terminated without prejudice to any right of the Corporation. Further, 30 (thirty) days time will be given to the Allottee to remove the structure, if any, on the said land failing which the respective Corporation shall take over the said land along with structure on it and for which the Allottee shall have no claim.

EXPLANATION;

- i. The construction should be commenced as per Approved Plans by the respective Corporations,
- ii. Commencement of production would be considered on complete implementation of the Project Report approved by AIDC/Financial Institutions. To prove that the commercial production has been started, the Unit shall be required to produce a Certificate from the Term Lending Financial Institution to the effect that the Unit has gone into commercial production and has invested 75% of the loan sanctioned. In case of Self Financed Unit, however, a Certificate shall be recorded by the Project Manager to the effect that the unit has gone into commercial production as per the Scheme submitted at the time of allotment of land.

27. CANCELLATION OF ALLOTMENT

The allotment of land/ shed/ space to any allottee/ lessee may be cancelled in case of:

- i. Failure to pay the requisite recurring administrative and maintenance charges and other fees (if any) regularly;
- ii. Failure to start industrial activity within the stipulated time as mandated by allotment letter/ land lease agreement;
- iii. Violation of any of the terms and conditions of allotment by the allottee;
- iv. Discovery of false claims, false declaration or other wrong doing during the allotment process and/ or any Order to that effect from any competent Court.

The Corporation shall have the right to cancel the allotment on the above ground after issuing 15 days show cause notice to the Allottee by the Managing Director of the respective Corporation / any other Officer to whom such work is delegated by the Managing Director for breach of any of

the Policy, conditions of Allotment Letter and terms of Land Lease Agreement. For cancellation of allotment, powers shall vest in the following:

- i. if on the issue of show-cause notice, representation is not made by the party within 30 (thirty) days, the Managing Director would be competent to cancel the allotment.
- ii. Where the party makes a representation in reply to the show-cause notice, the allotment powers of cancellation shall be exercised by the following officers/Bodies.
- iii. Managing Director: Full Powers in all cases.

28. HOUSING IN INDUSTRIAL PLOTS

Housing in the Industrial Plots will be allowed subject to the Building Regulations as per the following norms:

- (i) In Plots of 20,000 Sqm and above, 10 (ten) percent of the area shall be allowed for housing purpose. Within this area, a Guest House can be provided along with the Residential Area. This construction would be allowed within the permissible built up area only.
- (ii) In Industrial Plots of all types, residential construction to the extent of 200 Sq.M. on the first floor of the Factory Building shall be allowed. However, it would be allowed, if there is no danger of any kind to the health or lives or inhabitants due to the Industrial Unit in question or nearby units.

29. BUILDING REGULATIONS

In the erection of the Factories/ Industrial Shed/ Warehouse, the Lessees shall comply with the Building Regulations as per of the Govt. of Assam/ Panchayat Samiti/Committee/Local Authority Rules & Regulations. The allottee/ lessee will also submit their Building Plans to an Officer designated by the respective Corporation for approval.

The maximum permissible area for construction of Factory/Industrial Shed/Warehouse shall not exceed 50% of the total allotted area except the Security Guard Room, Electrical/ Transformer Room & Cycle and Scooter parking shed. The Allottee/ Lessee must keep minimum 50 % of the total area as open space for Greenery, access road and Passage.

30. RECOVERY OF DUES IN CASE OF DEFAULT

In case of default in payment of dues on account of Development Charges, Ground Rent, Administrative cum Maintenance Charges, such dues shall be treated as arrear of land revenue and shall be covered under Public Demand Recovery Act or any other Act applicable in the State of Assam. An interest @18% per annum shall be charged on the defaulted amount.

31. REVIEW/ APPEAL

The powers of review / appeal shall be exercised as follows:

- i. In case of cancellation of Plots of all sizes, the review and appeal shall lie to the Managing Director of the respective Corporation.
- ii. The Limitation for filing Review/Appeal shall be one month from the date of issue of orders of termination.

32. DELEGATION OF POWERS TO THE OFFICERS

The respective Corporation may delegate any of its powers under this Policy to any Officer for the efficient work of the respective Corporations. A dedicated maintenance committee as *Development & Maintenance Coordination Committee* to be formed with the following members:

- i. The Project - In charge of the respective Industrial Area : Chairman
- ii. Project Manager of the respective Industrial Area : Member
- iii. Two nominated representatives from the user units of the respective Industrial Area : Members

33. LEGAL PROCEEDINGS

All legal proceedings, for any breach of this Policy, shall be lodged in Courts of Law situated at Guwahati and not elsewhere.

34. REPEAL AND SAVING

Except as provided in this Policy, all Rules and Orders in relation to matters covered under this Policy and in force immediately before commencement of this Policy are hereby repealed. Provided that nothing in this Policy shall affect the previous operation of the existing Rules are hereby repealed or any action taken there under.

Existing allotment rates of AIDC

ANNEXURE- A

- i. Land Development Charge Rs. 300 to Rs. 2000 (Rs. 4500 at EPIP) per Sq.M for Developed Land and Rs. 500 for Semi Developed Land (IGC, Balipara & IGC, Matia)
- ii. Annual Maintenance Charge Rs. 12.00 per Sqm. per year or 3% of development charges whichever is higher
Rs. 15.00 per Sqm per year or 3% of development charges whichever is higher (EPIP, IIDC, Malinibeel & IIDC, Dalgaon)
- iii. Annual Ground Rent Rs. 2.00 per Sqm. per year
- iv. Special Maintenance Charges Rs. 2.80 per Sqm. per month
Rs. 1.40 per Sqm. per month at IGC, Matia for Semi Developed Land

For allotment at Industrial Growth Centre (IGC), Balipara

Allotment of 2000 Sqm at IGC, Balipara

1 One Time Charge

1 (a)	At the time of application, the applicant has to make the payment of the following charges:		
i.	10 % of Land Development Charge (Rs. 1000 Per Sqm. for IGC, Balipara i.e. Rs. 20,00,000.00)		2,00,000.00
ii.	Security Deposity (Refundable) @ Rs. 5.00 per Sqm.		10,000.00
iii.	Processing Fee @ 1% of Land Development Charge (Non- Refundable)		20,000.00
		Total	2,30,000.00

1 (b) After in-principle allotment balance 90% of the Land Development Charges shall be payable by the allottee before final allotment

i.	90% of Land Development Charge i.e. Rs. 20,00,000.00)		18,00,000.00
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2 Recurring Charges

i.	Annual Service Charge Rs. 12 per Sqm. per year or 3% of Development Charge whichever is higher.	Rs. 60,000.00	Per Year	Charged in April every year
ii.	Annual Ground Rent @ Rs. 2.00 Per Sqm. per year	Rs. 4,000.00	Per Year	do
iii.	Special Monthly Charge @ Rs. 2.80 per Sqm.	Rs. 5,600.00	Per Month	

Yearly Charge Rs. 1,31,200.00
Monthly Charge Rs. 10,933.33 (Rs. 5.46 per Sqm.)

For Allotment of 2000 Sqm. at Industrial Growth Centre Balipara under AILMP, 2021

ANNEXURE- B

A COMPUTATION OF LAND DEVELOPMENT CHARGE (LDC) UNDER AILMP 2021 (FOR EXISTING PROJECTS)

The Area of the Project is	1199.00	1604022.2	Sqm
Cost of the Land as per Govt Rate Per Bigha (in Rs)	2,00,000.00		Average

Sl. No.	Description of Parameters	Weightage	Amount
1	Cost of Land as per Land Revenue Deptt., Govt. of Assam	Nil	23,98,00,000.00
2	Actual/ Estimated project cost *	Nil	25,43,40,000.00
3	Premium @ 30% on 1 & 2		14,82,42,000.00
Total			64,23,82,000.00

Land Development Charge for the Project per Sqm is 400.48
Say Rs. 400.00 per Sqm.

*The Project Cost is taken as the original project cost of existing project. However the actual project cost of the existing projects may be estimated at present value as two to three times of the original project cost of the existing project

B COMPUTATION OF ADMINISTRATIVE AND MAINTENANCE CHARGES (FOR EXISTING PROJECTS) UNDER AILMP, 2021

Sl. No.	Description of Parameters	Weightage	Actual amount (in Rs.)	Weighted amount (In Rs.)	Remarks
A	Charges for 1 (one) year				
1	Actual/ Estimated project cost of IGC, Balipara	25%	25,43,40,000.00	6,35,85,000.00	
2	Estimated maintenance cost of the Infrastructure including electricity bill & water charges	50%	25,00,000.00	12,50,000.00	Approximate estimate
3	Administrative expenditures	25%	25,00,000.00	6,25,000.00	Approximate estimate
	Sub Total	100%		6,54,60,000.00	
B	Ground Rent as per Land Revenue Deptt., Govt. of Assam for 1 year	100%	23,78,608.00	23,78,608.00	
C	A+B			6,78,38,608.00	

Total Administrative and Maintenance Charges for a project = 6,78,38,608.00
Total allocable area of the project = 11,89,304.00
Therefore in terms of Rs. Per Sqm per year = 57.04
Therefore rate in terms of Rs per Sqm per month = 4.75
Say Rs. = 4.75 Per Month

Therefore, for allotment of 2000 Sqm. at IGC, Balipara, the rate to be levied per month is Rs. 4.75

** For individual project the weightage of the Project cost may be different from the overall weight to justify the rates

ANNEXURE-1

At present the Land Development Charge for different HDCs and IGCs of the Corporation ranges from Rs. 300 per Sqm. to Rs. 2000 per Sqm (for EPIP Rs.4500)

COMPUTATION OF LAND DEVELOPMENT CHARGE (LDC) UNDER AILMP 2021 FOR EXISTING PROJECTS

The Area of the 11 Project is	3089.66	4133347	Sqm
Cost of the Land as per Govt Rate Per Bigha (in Rs)	2,00,000.00		Average

Sl. No.	Description of Parameters	Weightage	Amount
1	Cost of Land as per Land Revenue Deptt., Govt. of Assam	Nil	61,79,31,977.87
2	Actual/ Estimated project cost (11 Projects)	Nil	1,01,83,72,000.00
3	Premium @ 30% on 1& 2		49,08,91,193.36
	Total		2,12,71,95,171.24

Land Development Charge of any Project per Sqm is 514.64
Say Rs. 515.00 per Sqm

COMPUTATION OF LAND DEVELOPMENT CHARGE (LDC) UNDER AILMP 2021 FOR ANY NEW PROJECT

The Area of the 1 New MSME Project (Rangjuli) is	100.00	133780	Sqm
Cost of the Land as per Govt Rate Per Bigha (in Rs)	1,50,000.00		Approx.

Sl. No.	Description of Parameters	Weightage	Amount
1	Cost of Land as per Land Revenue Deptt., Govt. of Assam	Nil	1,50,00,000.00
2	Actual/ Estimated project cost	Nil	14,30,50,000.00
3	Premium @ 30% on 1& 2		4,74,15,000.00
	Total		20,54,65,000.00

Land Development Charge of any Project per Sqm is 1,535.84
Say Rs. 1536 per Sqm

ANNEXURE- II

At present the Corporation levies the following recurring charges:

- i. Annual Maintenance Charge Rs. 12.00/ Rs. 15.00 per Sqm. per year or 3% of
 - ii. Annual Ground Rent Rs. 2.00 per Sqm. per year
 - iii. Special Maintenance Charges Rs. 1.40 / Rs. 2.80 per Sqm. per month
- Total Approx. Rs. 47.60 per Sqm. per year

COMPUTATION OF ADMINISTRATIVE AND MAINTENANCE CHARGES FOR EXISTING

Sl. No.	Description of Parameters	Weightage	Actual amount (in Rs.)	Weighted amount (In Rs.)	Remarks
A	Charges for 1 (one) year				
1	Actual/ Estimated project cost in 11 Projects	12%	1,01,83,72,000.00	12,22,04,640.00	Actual Project Cost of 11 Projects of AIDC including IIDCs/ IGC/EPIP
2	Estimated maintenance cost of the Infrastructure including electricity bill & water charges (if any) for 11 Projects	60%	0.00	-	ANNEXURE-III
3	Administrative expenditures for 11 Projects	28%	-	-	ANNEXURE-III
	Sub Total	100%		12,22,04,640.00	
B	Ground Rent as per Land Revenue Deptt., Govt. of Assam for 1 year	100%	82,66,694.40	82,66,694.40	
C	A+B			13,04,71,334.40	

Total Administrative and Maintenance Charges for a project = 13,04,71,334.40
Total land area available for 11 Projects is i.e. in Sqm = 41,64,198.00
Therefore in terms of Rs. Per Sqm per year = 31.33
Therefore rate in terms of Rs per Sqm per month = 2.61
Say Rs. = 3.60

ANNEXURE- II

B

COMPUTATION OF ADMINISTRATIVE AND MAINTENANCE CHARGES FOR ONGOING

Sl. No.	Description of Parameters	Weightage	Actual amount (in Rs.)	Weighted amount (In Rs.)	Remarks
A	Charges for 1 (one) year				
1	Actual/ Estimated project cost in the Projects	1%	14,30,50,000.00	14,30,500.00	estimated prjct cost
2	Estimated maintenance cost of the Infrastructure including electricity bill & water charges (if any) for the Projects	60%	60,69,000.00	36,41,400.00	ANNEXURE-III
3	Administrative expenditures for the Projects	39%	28,01,900.00	10,92,741.00	ANNEXURE-III
	Sub Total	100%		61,64,641.00	
B	Ground Rent as per Land Revenue Deptt., Govt. of Assam for 1 year	100%	2,67,560.00	2,67,560.00	
C	A+B			64,32,201.00	

Total Administrative and Maintenance Charges for a project = 64,32,201.00
Total land area available for 11 Projects is i.e. in Sqm = 1,33,780.00
Therefore in terms of Rs. Per Sqm per year = 48.08
Therefore rate in terms of Rs per Sqm per month = 4.01
Say Rs. = 4.00

ANNEXURE – III

**COMPUTATION OF ADMINISTRATIVE AND MAINTENANCE CHARGE IN
THE INDUSTRIAL AREAS OF AIDC UNDER AILMP, 2021**

Total Industrial Projects at present: 11 nos.

Total area available for allotment in all 11 projects: 41,64,198.00 Sqm.

(without 202342 M² area allotted to north East Mega Food Park, Tihu)

I. Estimated maintenance cost of the Infrastructure including electricity bill & water charges (if any)

Sl. No.	Particulars	Annual Cost (In Rs.)
1	Periodical maintenance of Roads, Drains, Walls etc	50,00,000.00
2	Add expenditure for campus, road, drains etc. cleaning @ 25,000 per month	3,00,000.00
3	Add annual electricity expenses @ 25,000.00 per month	3,00,000.00
3	Add annual water expenses @ 15,000.00 per month	1,80,000.00
	Sub	57,80,000.00
4	Add contingencies @ 5%	2,89,000.00
	Maintenance Cost	60,69,000.00
	Maintenance Cost in 11 Projects	6,67,59,000.00

II. Administrative Expenditure

Sl. no.	Service persons involved in each of the project (Direct)	No.	% of service involved	Salary per month (INR)	Total amount for the year
A	Technical persons				
i	General Manager	1	1	1,52,000.00	18,240.00
ii	Dy. General Manager (Tech)	1	25	1,35,200.00	4,05,600.00
iii	Manager (Technical)	1	30	1,17,500.00	4,23,000.00
iv	Dy. Manager (Technical)	1	40	72,500.00	3,48,000.00
iv	Technical Officer	1	40	56,700.00	2,72,160.00
B	Finance persons				
i	Financial Controller	1	1	1,41,500.00	16,980.00
ii	Additional Financial Controller	1	1	62,500.00	7,500.00
iii	Accounts Officer	1	1	71,000.00	8,520.00
iv	Accountant	1	1	62,500.00	7,500.00
C	General				
i	Site Supervisor (Contractual)	1	100	12,500.00	1,50,000.00
ii	Office Assistant (Contractual)	1	10	12,500.00	15,000.00
iii	Security Guard	5	100	12,600.00	63,000.00
iv	Caretaker	1	100	8,600.00	1,03,200.00
v	Cleaner	1	100	8,600.00	1,03,200.00
	Subtotal 'A' (manpower expenditure) =				19,41,900.00
	Add annual travel expense @ Rs. 50,000.00 per month				3,60,000.00
	Add annual cost of stationary and other contingencies (lumpsum)				5,00,000.00
	Effective annual administrative expenditures in each project =				28,01,900.00
	Administrative Expenditures in 11 projects				3,08,20,900.00

**PROJECT COST AND LAND DETAILS OF
IIDC/IGC/EPIP OF AIDC**

Sl No.	Name of IID/IGC	Rs. in Lakh	Developed (In Sqm)	Semi Developed (In Sqm)
1	IGC Matia	2200.00	3,01,000.00	15,87,969.00
2	IGC Balipara	2543.40	4,68,230.00	9,08,366.20
3	IIDC Demow	470.00	84,000.00	
4	IIDC Dalgaon	418.00	1,40,469.00	
	IIDC			
5	Naltoli/Bhomoraguri	510.00	1,04,364.00	
6	IIDC Malinibeel	510.00	78,260.00	
7	IIDC Titabor	475.20	85,939.00	
8	IIDC Silapathar	406.68	59000	
9	IIDC Nalbari	459	36305	
10	IDP Pathsala	729.44	94,445	
11	EPIP	1462	1,85,000	
		10183.72	16,37,012.00	24,96,335.20
	Total Project Cost In Rs	1,01,83,72,000.00		41,33,347.20